



BOARD OF TRUSTEES PUBLIC MEETING

Meeting date: February 1, 2023
Time: 6 p.m.
Location: 533 E. Waterworks Dr., St. George, UT 84770
Participants: Board members including Ed Bowler, Kress Staheli, Chris Hart, Victor Iverson, Kevin Tervort, and Adam Bowler. Michelle Randall was not present. District staff including Zach Renstrom, general manager; Mindy Mees, secretary; Jodi Richins, general counsel; Morgan Drake, Attorney; Brie Thompson, associate general manager. Other meeting attendees are noted on the attached sign-in sheet.

Consider approval of resolution updating Administrative Policy & Procedures regarding procurement

Zach discussed with the board that due to inflation the districts need to adjust the amount for the direct award from \$2,000 to \$5,000. We were notified that the state recently increased its threshold for direct award procurement due to inflation and we want to follow suit.

Adam Bowler made a motion to approve the resolution updating Administrative Policy and Procedure regarding procurement, the motion was seconded by Chris Hart. A roll call vote was taken as follows:

Chris Hart	Yes
Adam Bowler	Yes
Ed Bowler	Yes
Kevin Tervort	Yes

Consider approval of bid for Sand Hollow North Dam to West Dam Pipeline

This bid is to install the pipes that were recently purchased for this project. The lowest bid was from Feller Enterprises. The district recommends the board approve the low bid from Feller Enterprises to install the pipeline around the Sand Hollow Reservoir.

Chris Hart made a motion to approve the bid for Sand Hollow North Dam to West Dam pipeline to Feller Enterprises in the amount of \$645,583.54, the motion was seconded by Kevin Tervort, and all voted aye.

Consider approval of bid for Hurricane Valley Water System HDPE Pipeline Replacement Project

We have bad HDPE pipe in our system that is causing some major issues. We have progressively been replacing the pipes when funding is available. This section of pipe is in the southern portion of Hurricane. We put the project out for bid and HMH Excavation came back with the lowest bid.

Chris Hart made a motion to approve the bid for the Hurricane Valley Water System HDPE pipeline replacement project to HMH Excavation in the amount of \$95,179.00, the motion was seconded by Victor Iverson, and all voted aye.

Consider approval of bid for Sand Hollow Well 15 Pump Supply Project

This is a well around Sand Hollow Reservoir that controls the aquifer in the area and we have been recharging it. We only received one bid from Nickerson Company. This is a little bit more specialized work dealing with these wells. We have worked with Nickerson Company in the past and they worked out well. The bid is a lump sum of \$125,853.00. We find their bid acceptable and reasonable; it's our recommendation that we award this project to them.

Adam Bowler made a motion to approve the bid for Sand Hollow Well 15 pump supply project to Nickerson Company in the amount of \$125,853.00, the motion was seconded by Kevin Tervort and all voted aye.

Project status report by Zach Renstrom

- **Ash Creek**

Ash Creek is going along very well. They are installing a lot of pipes. You can see the pipe being laid north of Toquerville.

- **Toquer Reservoir**

The dam design was completed and reviewed by the state dam safety, and they accepted it. We are also having it reviewed by some engineers. After they review and accept it, we will put it out for bid.

- **Cottam Tank**

The project is coming along very well. They have all forms up and started to pour the lid. It should be online this summer.

- **Reuse Study**

We increased the contract to go after bigger funding and are looking at it extensively. It will be a really good project that will help Washington County for several years.

Manager's report

a. Annual Commitment of Ethical Behavior Form

The board must sign an ethical behavior form for our audit every year under our fraud risk assessment.

b. Other Items

Zach reported on the Economic Summit. Governor Cox talked about water in Washington County and stated that the State of Utah is willing to help with some of our projects.

In the base budget, there is \$15 million for graveyard wash, but there will be a lot of additional grant funding opportunities that the district and cities can apply for. Hopefully, we will get the \$15 million right off.

There are usually two water bills we follow and this year we are up to 25 and possibly more. Zach is unsure of what will happen this year. He has been spending time at the legislature making sure that our policymakers are informed. Most of the bills are focusing on the Wasatch front and some have provisions that do not make sense for southern Utah.

The federal government said there needs to be a cut on the Colorado River and asked that all states come up with a plan. All the states except for California submitted a plan that was reasonable. California did its own plan.

Comment

Bill Lane with Mountain Springs Water Company asked if we could offer any help with leak detection. Zach said he will check with our field guys to see if they can help.

Japheth McGee asked about an article he saw on Dry Wash Reservoir about potential soil liquefaction and a study that was done on it, and if it would keep it on schedule. Zach said it will push it back a bit. Since we are doing the work with environmental permits, there are more studies being done.

Request for a closed session to discuss litigation.

Ed stated for the record that two-thirds of our board members were present, and the purpose of the closed meeting is to discuss litigation. The closed session is located at WCWCD office 533 E Waterworks Drive, St. George Utah, and a roll call vote to close the public meeting.

Victor Iverson made a motion to go into a closed session to discuss litigation, the motion was seconded by Kevin Tervort and a roll call vote was taken as follows:

<i>Victor Iverson</i>	<i>Yes</i>
<i>Chris Hart</i>	<i>Yes</i>

<i>Adam Bowler</i>	<i>Yes</i>
<i>Ed Bowler</i>	<i>Yes</i>
<i>Kevin Tervort</i>	<i>Yes</i>

Adjourn to closed session.

Chris Hart made a motion to adjourn the closed session and return to the public meeting, the motion was seconded by Adam Bowler, and a roll call vote was taken as follows:

<i>Victor Iverson</i>	<i>Yes</i>
<i>Kress Staheli</i>	<i>Yes</i>
<i>Chris Hart</i>	<i>Yes</i>
<i>Adam Bowler</i>	<i>Yes</i>
<i>Ed Bowler</i>	<i>Yes</i>
<i>Kevin Tervort</i>	<i>Yes</i>

Chris Hart made a motion to negotiate a settlement agreement as discussed in the closed session, the motion was seconded by Adam Bowler, and all voted aye.

Consider approval of January 4, 2023, board meeting minutes

Victor Iverson made a motion to approve the Board of Trustee meeting minutes from the January 4, 2023, board meeting. The motion was seconded by Kevin Tervort, and all voted aye.

The meeting was adjourned upon motion.

Mindy Mees

Secretary

**WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
A RESOLUTION UPDATING ADMINISTRATIVE POLICY & PROCEDURES
REGARDING PROCUREMENT**

WHEREAS, Washington County Water Conservancy District Administrative Policy & Procedures provides a policy related to Procurement;

NOW THEREFORE, be it resolved that the following section of the Administrative Policy & Procedures shall be amended to include the underlined language and omit the stricken language:

5.2 SMALL PURCHASES

5.2.1 Small Purchases in General.

Purchases of general goods or services up to \$50,000 are small purchases. Small purchases of general goods or services from a single vendor may not exceed \$100,000 within a fiscal year (the annual cumulative threshold).

a. Up to \$52,000 (Direct Award)

Purchases of goods or services with a cost per item of up to \$52,000 may be made by direct purchase (the individual procurement threshold for direct award). The total amount of the purchase may not exceed \$10,000 (the single procurement aggregate threshold for direct award).

b. Over \$52,000 and up to \$50,000 (Competitive Quotes)

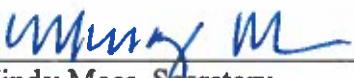
Purchases of goods or services with a cost per item over \$52,000 and up to \$50,000 may be made by providing vendors with minimum specifications, obtaining at least two competitive quotes, and purchasing the item from the responsible vendor offering the lowest quote that meets the specifications (the individual procurement threshold for competitive quotes). The total amount of the purchase may not exceed \$50,000 (the single procurement aggregate threshold for competitive quotes).

ADOPTED by the Board of Trustees this 1st day of February, 2023.

**WASHINGTON COUNTY
WATER CONSERVANCY DISTRICT:**


Ed Bowler, Chairman of the Board

ATTEST:



Mindy Mees, Secretary

VOTING:

Ed Bowler	Yea <input checked="" type="checkbox"/> No <input type="checkbox"/>
Adam Bowler	Yea <input checked="" type="checkbox"/> No <input type="checkbox"/>
Chris Hart	Yea <input checked="" type="checkbox"/> No <input type="checkbox"/>
Victor Iverson	Yea <input type="checkbox"/> No <input type="checkbox"/>
Michele Randall	Yea <input type="checkbox"/> No <input type="checkbox"/>
Kress Staheli	Yea <input type="checkbox"/> No <input type="checkbox"/>
Kevin Tervort	Yea <input checked="" type="checkbox"/> No <input type="checkbox"/>



Procurement Memo

To Zachary Renstrom, General Manager

From Randy Johnson, Project Manager

Date February 1st, 2023

Subject Procurement of Construction Services for the Sand Hollow North Dam to West Dam Pipeline Installation.

Type of Procurement: Invitation for Bids for Construction Services

Item Description: Construction services are needed to install a 24" ductile iron pipeline from the north dam to west dam at the sand hollow reservoir.

Reason for Procurement: The Project Development Department of the Washington County Water Conservancy District (district) needs to procure this service because an additional 24" pipeline is needed around Sand Hollow Reservoir to distribute ground water to surrounding municipalities.

Review of Bidders: Feller Enterprises submitted the lowest responsive bid of \$645,583.54. Other bids received are described in the attached bid tabulation.

Purchase Amount: \$645,583.54

Contract Type(s): Fixed Price

Accounting Code: 60-7565-720

Approved:

A handwritten signature in blue ink that appears to read "Zachary Renstrom".

Zachary Renstrom, General Manager



Procurement Memo

To Zachary Renstrom, General Manager

From Whit Bundy, Staff Engineer

Date January 30, 2023

Subject Procurement of Construction Services for HVWS HDPE Pipeline Replacement Project

Type of Procurement: Invitation for Bids for Service

Item Description: This project is for the removal and replacement of 3,000 feet of 8" HDPE pipeline with 8" HDPE pipe provided by the District.

Reason for Procurement: The Operations Department of the Washington County Water Conservancy District (district) needs to procure this service because currently this pipeline is not able to remain pressurized due to recurring pipe breaks. This project will use HDPE pipe that the District has stored to allow for continued use of this pipeline until this area is developed and the line is moved to a permanent location by the developer.

Review of Bidders: HMH Excavation submitted the lowest responsive bid of \$95,179. Other bids received are described in the attached bid tabulation.

Purchase Amount: \$95,179

Contract Type(s): fixed price;

Accounting Code: 235630742

Approved:

A handwritten signature in blue ink that appears to read "Zachary Renstrom".

Zachary Renstrom, General Manager

Nickerson Company, Inc.
2301 West Indiana Ave.
Salt Lake City, UT 84104
801-973-8888



QUOTATION

January 17, 2023

To: Washington County Water Conservancy District
Project Name: Sand Hollow Well #15 Pump Supply
Bid Date: January 17, 2023

We are pleased to quote the following for the above referenced project.

Section II Vertical Lineshaft Pumps

- Qty (1) National K10MC-14 Stage Oil Lube Vertical Turbine Pump
- Rated for 585 gpm at 658 ft. TDH
- Cast Iron/Bronze Construction
- 416SS Pump Shaft
- 316SS Backed Marine Bowl Bearings
- Stainless Steel Bolting and Hardware
- Bronze Suction Bearing
- Bronze Sand Collar
- Epoxy Coating on Bowl Assembly
- 6" X 10' Suction Pipe with 316SS Cone Strainer
- 6" Column Assembly with 1-1/2" Shafting, 2-1/2" Oil Tube
- 125HP, 1800 RPM, 3/60/460V, VHS, NRR, Premium Efficient, Inverter Duty Motor
 - Service Factor 1.15
 - WP1 Enclosure
- Fabricated Steel Discharge Head with 6", 150 lb. discharge flange, Epoxy Coated OD/ID
- Sole Plate
- Sounder Tube, 1-1/2" Schedule 80
- Installation at job site including well head work
- Startup

Section II Vertical Lineshaft Pumps

Para 1.1.8.6 – Cone strainer being quoted is 316SS in order to meet NSF61 requirements. A galvanized cone strainer does not meet NSF61 requirements.

Para 1.1.4 – Pump output is based on Design Point 2. Design Point 1 can only be achieved by slowing down the pump on a VFD.

PRICING

Section II Vertical Lineshaft Pumps	\$125,853.00
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Price does not include any applicable taxes which may apply and would be added to the order. Price does include shipping and startup costs.

PRICING DOES NOT INCLUDE CONTROLS, WIRE, ELECTRICAL HOOK - UP, VALVES,

AUXILIARY PIPING, FITTINGS, SPECIAL COATINGS, ETC. OTHER THAN MENTIONED ABOVE.

STATE AND LOCAL TAXES ARE NOT INCLUDED.

MANUFACTERS STANDARD WARRANTY TO APPLY.

NICKERSON COMPANYS TERMS AND CONDITIONS TO APPLY.

PRICING IS FIRM THROUGH DELIVERY SUBJECT TO ACCEPTANCE WITHIN 30 DAYS.

WE DO NOT ACCEPT LIQUIDATED DAMAGES AS OUR SUPPLIERS DO NOT ACCEPT LIQUIDATED DAMAGES.

PAYMENT TERMS: 95% NET 30, 5% RETAINAGE PAYABLE IN 60 DAYS FROM DATE OF INSTALLATION OF PUMP AND EQUIPMENT OR 30 DAYS FROM DATE OF START UP WHATEVER COMES FIRST.

CREDIT CARD PURCHASES: A 3% CARD PROCESSING GEE WILL BE ASSESSED TO ALL CREDIT CARD PURCHASES GREATER THAN \$2000.00.

START UP MUST BE SCHEDULED AT LEAST 2 WEEKS IN ADVANCE

FOB: FACTORY – FREIGHT ALLOWED

ESTIMATED LEAD TIME FOR SUBMITTALS IS APPROXIMATELY 3 WEEKS.

ESTIMATED LEAD TIME FOR PUMP IS APPROXIMATELY 12-14 WEEKS AFTER SUBMITTAL APPROVAL.

Dean Larson
Nickerson Company, Inc.
801-973-8888

NICKERSON COMPANY, INC. WARRANTY, TERMS AND CONDITIONS OF SALE.

PURCHASER: _____ P.O. # _____

DESCRIPTION _____

All orders shall be made out to Nickerson Company, Inc. at P.O. Box 25425, Salt Lake City, Utah 84125 and shall be subject to acceptance by Nickerson Company, Inc.

1. CONSTRUCTION AND LEGAL EFFECT. Our sale to you will be solely upon the terms and conditions set forth herein. They supersede and reject any conflicting terms and conditions of yours, any statement in yours to the contrary notwithstanding. Exceptions to any of our terms and conditions must be contained in a written or typed (not printed) statement received from you; we shall not be deemed to have waived any of our terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer. No representation of any kind has been made by us except as set forth herein; this agreement conclusively supersedes all prior writings and negotiations with respect thereto and we will furnish only the quantities and items specifically listed on the face hereof; we assume no responsibility for furnishing other equipment or material shown in any plans and/or specification for a project to which the goods ordered herein pertain. Any action for breach of contract must be commenced within one year after the cause of action has accrued. Our quoted prices, discounts, terms and conditions are subject to change without notice.

2. PRICES. Unless otherwise noted on the face hereof, prices are net F.O.B. Point of Origin. Service time of a factory-trained service man is not included and may be charged extra. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of goods ordered or sold will be added to billing unless you provide us with an appropriate exemption certificate.

3. DEFECTIVE EQUIPMENT AND LIMITATION OF WARRANTIES. Providing purchaser notifies us promptly, if within one year from date of shipment equipment sold by Nickerson Company, Inc. fails to function properly under normal, proper and rated use and service because of defects in material or workmanship demonstrated to our satisfaction to have existed at the time of delivery, the company reserving the right to either inspect them in your hands or request their return to us will at our option repair or replace at our expense F.O.B. our Salt Lake City plant, or give you proper credit for such equipment or parts determined by us to be defective, if returned transportation prepaid by purchaser. The foregoing shall not apply to equipment that shall have been altered or repaired after shipment to you by anyone except our authorized employees, and the company will not be liable in any event for alterations or repairs except those made with its written consent. Purchaser shall be solely responsible for determining suitability for use and the company shall in no event be liable in this respect. The equipment or parts manufactured by others but furnished by us will be repaired or replaced only to the extent of the original manufacturer's guarantee. Our obligations and liabilities hereunder shall not be enforceable until such equipment has been fully paid for. Purchaser agrees that if the products sold hereunder are resold by purchaser, he will include in the contract for resale, provisions which limit recoveries against us in accordance with this section. In case of our failure to fulfill any performance representation, it is agreed that we may at our option remove and reclaim the equipment covered by this agreement at our own expense and discharge all liability by repayment to the purchaser of all sums received on account of the purchase price. (The foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties, or merchantability or fitness for a particular purpose or otherwise, express or implied by connection with the sale or furnishing of goods or parts, their design, suitability for use, installation or operation.) We will in no event be liable for any direct, indirect, special or consequential damages or delay resulting from any defect whatsoever, and our liability under no circumstances will exceed the contract price for the goods for which liability is claimed.

4. DELIVERY. Delivery, shipment and installation dates are estimated dates only, and unless otherwise specified, are figured from date of receipt of complete technical data and approved drawings as such may be necessary. In estimating such dates, no allowance has been made, nor shall we be liable directly or indirectly for delays of carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government affecting us directly or indirectly, bad weather, or any causes beyond our control or causes designated Acts of God or force majeure by any court of law, and the estimated delivery date shall be extended accordingly. We will not be liable for any damages or penalties whatsoever, whether direct, indirect, special consequential, resulting from our failure to perform or delay in performing unless otherwise agreed in writing by an authorized officer.

5. OPERATING CONDITIONS AND ACCEPTANCE. Recommendations and quotations are made upon the basis of operating conditions specified by the Purchaser. If actual conditions are different than those specified and performance of the equipment is adversely affected thereby, Purchaser will be responsible for the cost of all expenses incurred in, and reasonable profit for, performance of the equipment is adversely affected thereby. Purchaser will be responsible for the cost of all changes in the equipment required to accommodate such conditions, and we reserve the right to cancel this order and Purchaser shall reimburse us for all costs and expenses incurred in, and reasonable profit for, performance hereunder. We reserve the right to refuse any order based upon a quotation containing an error. The provisions in any specification or chart issued by Nickerson Co. are descriptive only and are not warranties or representations; Nickerson Co. will certify to a rated capacity in any particular product upon request. Capacity head and efficiency certifications are based on shop tests and when handling clear, fresh water at a temperature not over 85° F. Certifications are at this specified rating only and do not cover sustained performance over any period of time nor under conditions varying from these.

6. SHIPPING. Unless you specify otherwise in writing, (a) goods will be boxed or crated as we may deem proper for protection against normal handling, and extra charge will be made for preservation, waterproofing, export boxing and similar added protection of goods; (b) routing and manner of shipment will be at our discretion, and may be insured at your expense, value to be stated at order price. On all shipment F.O.B. our plant, delivery of goods to the initial carrier will constitute delivery to you and all goods will be shipped at your risk. A claim for loss of damage in transit must be entered with the carrier and prosecuted by you. Acceptance of material from a common carrier constitutes a waiver of any claims against us for delay or damage or loss.

7. CANCELLATION AND RETURNED EQUIPMENT. Orders may be cancelled only with our written consent and upon payment of reasonable and proper cancellation charges. Goods may be returned only when specifically authorized and you will be charged for placing returned goods in saleable condition, any sales expenses then incurred by us, plus a restocking charge and any outgoing and incoming transportation costs which we pay.

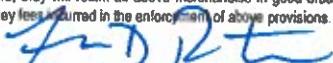
8. CREDIT AND PAYMENT. Payment for products shall be 30 days net. Pro-rata payments shall become due with partial shipments. A late charge of 2 percent per month or the maximum permitted by law, which ever is less, will be imposed on all past due invoices. We reserve the right at any time to alter, suspend, credit, or to change credit terms provided herein, when in our sole opinion your financial condition so warrants. In such case, in addition to any other remedies herein or by law provided. Failure to pay invoices at maturity date at our election makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled, and we may terminate this agreement. Acceptance by us of less than full payment shall not be a waiver of any of our rights. You represent by sending each purchase order to us that you are not insolvent as that term is defined in applicable state or federal statutes. In the event you become insolvent before delivery of any products purchased hereunder, you will notify us in writing. A failure to notify us of insolvency at the time of delivery shall be construed as a reaffirmation of your solvency at that time. Irrespective of whether the products purchased hereunder are delivered directly to you, or to a customer of yours, and irrespective of the size of shipment, we shall have the right to withhold or reclaim goods under the applicable state and federal statutes. Where you are responsible for any delay in shipment the date of completion of goods may be treated by us as the date of shipment for purposes of payment. Completed goods shall be held at your cost and risk and we shall have the right to bill you for reasonable storage and insurance expenses. Regardless of price quoted, all orders will be invoiced in the minimum amount of \$50.00 net.

9. INSPECTION. Inspection of goods in our plant by you or your representative will be permitted insofar as this does not unduly interfere with our workflow, provided that complete details of the inspection you desire are submitted to us in writing in advance.

10. RECORDS, AUDITS AND PROPRIETARY DATA. Unless otherwise specifically agreed in writing signed by an authorized officer, neither you nor any representative of yours, nor any other person, shall have any right to examine or audit our cost accounts, books or records of any kind or on any matter, or be entitled to, or have control over, any engineering or production prints, drawings or technical data which we, in our sole discretion, may consider in whole or part proprietary to ourselves.

The undersigned accepts this quotation and agrees to the warranty terms and conditions printed on this sheet, and acknowledges that he and, or she is bound thereby and it is fully understood and agreed that ownership, title and right of unrestricted repossession of property, shall remain with the Nickerson Company, Inc., until paid for in full. The signers hereof agree that if any default of this contract occurs, they will return all above merchandise in good order upon demand, and all payments previously made are to be forfeited for rental and use thereof, plus an additional sum for any legal or attorney fees incurred in the enforcement of above provisions.

SIGNED



TITLE

G. M.

Please sign and return to Nickerson Co. with order.

DATE

